

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

CANOPIUS US INSURANCE, INC.,

Plaintiff,

v.

GRAHAM TRUCKING LLC, PATRICK
GRAHAM, JOHN MONTERO, NEXUS
MANAGEMENT, LLC, MERIT
SERVICE SOLUTIONS, NEW JERSEY
TRANSIT, NEXUS PARKING SYSTEMS,
and NEXUS PROPERTIES,

Defendants.

Civil Action No. 17-4616 (FLW) (DEA)

ORDER

THIS MATTER comes before the Court on an application for attorney’s fees and costs filed by Alexandra E. Rigney, Esq., counsel for Plaintiff Canopus US Insurance, Inc. (“Plaintiff”), (ECF Nos. 32, 35); it appearing that the Court previously granted summary judgment in favor of Plaintiff in this insurance coverage action against Defendants Graham Trucking LLC and Patrick Graham (the “Graham Defendants”), and having determined that Plaintiff had no obligation to defend or indemnify the Graham Defendants in a separate state court proceeding captioned *John Montero v. Nexus Management, et al.*, No. MER-L-95-15 (the “*Montero* Action”), the Court found that Plaintiff was entitled to reimbursement of fees and costs expended in defending the Graham Defendants in the *Montero* Action, (*see* ECF No. 29); it appearing that the Court additionally determined on Plaintiff’s motion for summary judgment that Plaintiff has no obligation to pay any judgment that may be obtained by nominal defendants John Montero, Nexus Management, LLC, Merit Service Solutions, New Jersey Transit, Nexus Parking Systems, and Nexus Properties

(collectively the “Nominal Defendants”),¹ (*see id.*); it appearing that in connection with the Court’s Order granting summary judgment, the Court directed Plaintiff to file a supplemental certification detailing the fees and costs it expended in defending the *Montero* action, (*id.*); it appearing that Plaintiff incurred attorney’s fees and costs in the amount of \$48,191.73 in defending the Graham Defendants in the *Montero* action between October 6, 2016 and May 11, 2018, at which time the Superior Court of New Jersey granted counsel’s motion to withdraw,² (*see* ECF Nos. 32, 35); it appearing that the Graham Defendants have not filed any opposition to Plaintiff’s application; the Court having reviewed the submissions of the parties, and for good cause shown,

IT IS on this 10th day of June, 2020,

ORDERED that Graham Trucking LLC and Patrick Graham, jointly and severally, must reimburse Canopus US Insurance, Inc. in the amount of \$48,191.73.

/s/ Freda L. Wolfson
Freda L. Wolfson
U.S. Chief District Judge

¹ Nominal defendants John Montero and Merit Service Solutions failed to file any response to the Complaint and, accordingly, the Court granted Plaintiff’s motion for default judgment as to these defendants. (*See* ECF No. 33.)

² This is not a situation where the Court must assess the reasonableness of the attorney’s fees and costs. Plaintiff seeks damages for money expended representing the Graham Defendants in the state court proceedings. Additionally, the Graham Defendants have not challenged the application as unreasonable. Accordingly, the Court will grant Plaintiff’s request for fees and costs in full.